

REMARKS/ARGUMENTS

This Amendment is in response to the Final Office Action dated April 13, 2005. Claims 1-43 are pending in the present application. Claims 1-43 have been rejected. Claims 1, 5, 9, 16, 23, 28-29, and 36 have been amended to further define the scope and novelty of the present invention, as well as to correct typographical and grammatical errors, to place the claims in condition for allowance. Support for the amendments to these claims is found throughout the specification, and in particular, on page 9, line 17, to page 10, line 4. Applicants respectfully submit that no new matter has been presented. Accordingly, claims 1-43 remain pending. For the reasons set forth more fully below, Applicants respectfully submit that the claims as presented are allowable. Consequently, reconsideration, allowance, and passage to issue are respectfully requested.

In the event, however, that the Examiner is not persuaded by Applicants' arguments, Applicants respectfully request that the Examiner enter the arguments to clarify issues upon appeal.

Claim Rejections - 35 U.S.C. §102

The Examiner has stated:

Applicant's arguments filed 2/10/05 have been fully considered but they are not persuasive.

Applicant fails to appreciate the breadth of the claims. The arguments are based on large part on the supposed failure of the prior art of record to teach: *controlling access to the database based on an agreed upon schedule and price*. The phrase *controlling access* means no more than providing access that is limited in some manner by some means. The specification provides no explicit further limitation for this phrase. A particular well known form of such control is the common set of provisions for the search of a database from a browser, which is taught by the prior art of record. [See Brown COL 7 lines 23-26.]

Applicant also appears to read unwarranted limitations into the term *database*. A database in the computer art is a file of records that can be accessed for

searching, sorting, and the like. Applicant appears to assume that the items available in a pay-per-view system such as that described by Brown as an embodiment of his system are either not records or not organized appropriately. This would make it impractical for a pay-per-view system to efficiently manage a great many movies or videos and to schedule them at multiple times. If Applicant has evidence of this nature it should be presented to counter the *prima facie* use of the term *database* as applied to the contents offered by pay-per-view, which otherwise requires no specific teaching for one of ordinary skill in the art.

Applicant reads limitations into the *walled garden* of Brown that are not warranted. At lines 5-6 of the response, page 16, Applicant states: *Furthermore, where Brown does mention databases, Brown clearly does not describe allowing a user to access such databases.* To the contrary, at COL 2 lines 52-67 the *walled garden* of Brown is stated to provide access to remote application databases and services. As noted above, pay-per-view is a service that provides access to a database...

Claims 1-26 and 28-43 are rejected under 35 U.S.C. 102(e) as being anticipated by Brown et al (Brown), US 6,732,179, 4 May 2004.

Brown is directed to the controlled access to database services including pay-per-view [COL 1 lines 20-47].

As to claims 36-39, pay-per-view (PPV) by its nature controls access to a database based at an agreed-upon schedule and price. This is detailed in some particular at COL 18, Pay-Per-View Information. The client (user) executes (HTML-rendering) software supporting standard web browsing [COL 2 lines 28-43]. While it is clear that this is done without downloading database software, the process is specified in terms of various APIs that provide access to such software rather than the database software itself. See for instance, COL 6 lines 27 and after and COL 9 and its surround. Clearly this utilizes databases. The schedule and price are agreed-upon criteria; one is time-based, the other is cost-based. ...

As to claim 1, as noted above, database commands are invoked, not downloaded.

The elements of claims 2-10 and 43 are rejected in the analysis above and these claims are rejected on that basis. ...

The elements of claims 16-26 and 28-35 are rejected in the analysis above and these claims are rejected on that basis. ...

Applicants respectfully traverse the Examiner's rejections. The present invention provides a method and system for providing a database. In a first aspect, the method comprises the steps of accessing the database over a public network by a browser without downloading database software. The method further includes controlling usage of the database based on an agreed-upon schedule and price. In a second aspect, a database service for use on a public network is disclosed. The database service comprises a presentation layer, the presentation layer including a browser, a web server coupled to the public network and a web application platform coupled to the web server. The database includes an application layer comprising a user interface

(UI) application. The UI application is executed on the web application platform and is capable of communicating with the browser through standard program code. Finally, the database service includes a database management layer. The database management layer includes at least one database which communicates with the UI application. Accordingly, a database can be managed centrally, while resources of the database can be consumed individually and globally. An end user, or a consolidator of users, purchases database services from the database provider based on an agreed-upon schedule. Parameters used to calculate billing may include the amount of computing resources, for instance, disk allocated to the end users, the network bandwidth made available to them for use, or optional management services like back-up, restore, performance tuning, etc. Brown does not teach or suggest these features, as discussed below.

Brown discloses a method and system for restricting access to user resources. A user's set top box (STB), or other client, executes a shell and has an application programming interface (API) by which certain features of the client can be controlled. The client is in communication with a walled garden proxy server (WGPS), which controls access to a walled garden. The walled garden contains links to one or more servers providing network-based services. The client sends a request to the WGPS to access a service provided by a site in the garden. To provide the service, the site sends the client a message containing code calling a function in the API. The WGPS traps the message from the site and looks up the site in a table to determine the access control list (ACL) for the site. The ACL is a bit-map that specifies which functions of the client's API can be invoked by code from the site. The WGPS includes the ACL in the header of the hypertext transport protocol (HTTP) message to the client. The shell receives the message and extracts the ACL. The shell uses the ACL to determine whether the code has permission to

execute any called functions in the API. If the code lacks permission, the shell stops execution and sends a message to the site indicating that the site lacks permission. Otherwise, the shell allows the code to call the function. (Abstract)

However, Brown does not teach or suggest the combination of “accessing the database over a public network by a browser without downloading database software” and “**controlling usage** of the database based on an agreed-upon schedule and price,” as recited in independent claim 1. Instead, Brown is directed to restricting access to cable television services (column 1, lines 20-38). Brown mentions remote databases, but Brown clearly does not describe allowing a user to access and use such databases. Referring to Figure 4 of Brown, the remote databases 415, 430, 440, and 444 are neither accessed nor used by the user/client 112 but are instead accessed and by respective servers. One database 415 is used to authenticate a user and authorize the user to access the services in the walled garden (column 8, lines 11-14). Another database 430 used with a walled garden application server (WGAS) has information that is not replicated with the walled garden (column 9, lines 9-14). Another database 440 contains user authorization and authentication information (column 9, lines 52-53). Another database 444 holds permissions indicating web sites that users can access and client API functions that the web sites can access (column 10, lines 3-5). Clearly, the remote databases described by Brown *teach away* from the present invention, because allowing a user to access and use the remote databases 415, 430, 440, and 444 of Brown would defeat the purpose of Brown, which is to control access to the walled garden in order to restrict access to cable television services.

Brown mentions a local database, but Brown describes that the local database merely stores a user ID and a user PIN or password. Specifically, column 7, lines 23-32 of Brown state:

Each user of the client 112 preferably has a unique identification. A user can log into the client 112 by inputting the user's identity and a personal identification number (PIN) or other form of password. This user information is preferably stored in a local database held in, for example, the non-volatile memory 218 or a storage device. The database has a record for each user of the client 112 and associates the record with the user's login information. The client 112 can provide the user's login information to other servers in the network 128 when necessary to authenticate the user.

Clearly, this local database is not a database that is accessed "over a public network by a browser without downloading database software," as recited in the present invention. After the user has been password authenticated, the user merely has access to network-based services, but never has access or use of remote databases over the public network.

As stated in Applicants' response filed February 7, 2005, Brown is not directed to accessing a database service. Instead, Brown is directed to restricting access to cable television services (column 1, lines 20-38). In accordance with the present invention, a database service refers to procedures that help the user "to manage the database to change and update information therein" (specification, page 9, line 17-18). Accessing cable television services in Brown is clearly different from allowing a user to use a database of a database service, because accessing cable television services in Brown does not allow the user "to manage the database to change and update information therein" (specification, page 9, line 17-18). For example, changing and updating information would include inserting new information, deleting outdated information, etc. It would not be possible for a user to change and update the information in the databases of Brown. Instead, accessing cable television services in Brown merely means being able to invoke certain functions such as changing the channel, accessing an electronic program guide, instantiating user interface elements, and accessing an electronic wallet (column 2, lines 29-43,

and column 3, lines 1-11). Nowhere does Brown teach or suggest the usage of a database where a user can manage the database. Furthermore, such services are not even provided by a database but are instead “provided by one or more walled garden servers coupled to a walled garden network” (column 2, lines 59-61).

With regard to the term “database,” Applicants agree with the Examiner as to the general definition of a database. However, the invention as claimed is not limiting the term database, but is instead reciting a method for utilizing a database service, where a database is accessed “over a public network by a browser without downloading database software,” and where usage of the database is controlled “based on an agreed-upon schedule and price.” Applicants are not assuming that data in the pay-per-view system of Brown are not records or are not organized appropriately. In fact, it is clear from Figure 4 of Brown that the databases 415, 430, 440, and 444 are utilized in the pay-per-view system of Brown. However, as stated above, these databases are neither accessed nor used by the user, but are instead accessed and used by respective servers, as is evidenced by Figure 4 and the corresponding description.

With regard to the walled garden, the Examiner has referred to column 2, lines 61-64, of Brown, stating that the walled garden provides access to remote application databases. However, column 2, lines 61-64, of Brown states that certain servers have direct connections to databases, but nowhere does Brown state that the walled garden allows a user to use the databases. Specifically, Brown states that the walled garden servers may include “servers directly coupled to the walled garden network,” and “servers having direct connections to remote application databases.” As stated in the Abstract of Brown, the walled garden “contains links to one or more

servers providing network-based services.” These servers (not the user) access the databases in order to provide services to the user.

Therefore, Brown does not teach or suggest the combination of steps as recited in independent claim 1, and this claim is allowable over Brown.

Independent claims 5, 16, 23, 28, 29, and 36

Similar to independent claim 1, independent claims 5, 16, and 28 recite a database and “controlling usage of the database based on an agreed-upon schedule and price.” As described above, with respect to independent claim 1, Brown does not teach or suggest this feature.

Accordingly, the above-articulated arguments related to independent claim 1 apply with equal force to claims 5, 16, and 28. Therefore, these claims are allowable over Brown for at least the same reasons as claim 1.

Claim 23 recites a database “wherein usage of the database is controlled based on an agreed-upon schedule and price.” As described above, with respect to independent claim 1, Brown does not teach or suggest this feature. Accordingly, claim 23 is allowable over Brown for at least the same reasons as claim 1.

Claims 29 and 36 recite a database and “controlling access to the database based upon a mutually agreed-upon criteria between a provider of the database and the user.” As described above, with respect to independent claim 1, Brown does not teach or suggest this feature. Accordingly, claims 29 and 36 are allowable over Brown for at least the same reasons as claim 1.

Independent claim 9

With regard to independent claim 9, the Examiner has stated:

The elements of claims 2-10 and 43 are rejected in the analysis above and these claims are rejected on that basis.

Applicants respectfully disagree with the Examiner's rejection. The Examiner did not point out how each and every step of independent claim 9 is anticipated by Brown. Nowhere does Brown provide the specific steps as recited in independent claim 9. Accordingly, claim 9 is allowable over Brown.

Furthermore, as argued above with respect to independent claim 1, Brown does not teach "controlling usage of the database based on an agreed-upon schedule and price," as recited in independent claim 9. Accordingly, the above-articulated arguments related to independent claim 1 apply with equal force to claim 9. Therefore, claim 9 is allowable over Brown for at least the same reasons as claim 1.

Claim Rejections - 35 U.S.C. §103

The Examiner has stated:

Claim 27 is rejected under 35 U.S.C. 103(a) as being unpatentable over Brown et al (Brown), US 6,732,179, 4 May 2004.

As to claim 27, Brown does not explicitly address the use of standard layers such as the presentation and application layers, nor database backup. Official Notice is taken that these elements of the practice of distributed computing were well known at the time of the invention and applied because of their efficiency.

Applicants respectfully disagree with the Examiner's rejection. As argued above with respect to independent claim 1, Brown does not teach or suggest a database, "wherein usage of the database based on an agreed-upon schedule and price," as recited in independent claim 27.

Accordingly, the above-articulated arguments related to independent claim 1 apply with equal force to claim 27. Therefore, claim 27 is allowable over Brown for at least the same reasons as claim 1.

Dependent claims

Dependent claims 2-4, 6-8, 10-15, 17-22, 24-26, 30-35, and 37-43 depend from independent claims 1, 5, 9, 16, 23, 29, and 36, respectively. Accordingly, the above-articulated arguments related to independent claims 1, 5, 9, 16, 23, 29, and 36 apply with equal force to claims 2-4, 6-8, 10-15, 17-22, 24-26, 30-35, and 37-43, which are thus allowable over the cited references for at least the same reasons as claims 1, 5, 9, 16, 23, 29, and 36.

Conclusion

In view of the foregoing, Applicants submit that claims 1-43 are patentable over the cited references. Applicants, therefore, respectfully request reconsideration and allowance of the claims as now presented.

Applicants' attorney believes that this application is in condition for allowance. Should any unresolved issues remain, the Examiner is invited to call Applicants' attorney at the telephone number indicated below.

Respectfully submitted,

SAWYER LAW GROUP LLP

A handwritten signature in black ink, appearing to read 'Stephen G. Sullivan', is written over a horizontal line.

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July 13, 2005
Date